



REQUEST FOR QUALIFICATIONS
Town of Surfside
Architecture Services – Community Center Construction

AMENDMENT #1

The Town of Surfside is requesting Qualifications from consultants providing services with a primary emphasis on Architecture for the design, engineering, and possible supervision of the construction its Community Center and Library facilities, located at 9301 Collins Avenue, Surfside, Florida. The Town anticipates award of one agreement as a result of this Request for Qualifications. There is no present contract amount for this solicitation.

Area and Demographics

The Town of Surfside covers about 640 acres of which 53% is land and 47% is water. It is boarded by the Atlantic Ocean to the East, the Indian Creek Waterway to the West, 96th Street to the North, and 87th Street to the South. You can see a map of the area including a satellite view at Google Maps (<http://maps.google.com/>) by typing in “Surfside, 33154”. Surfside has about 2500 households and about 5000 residents.

Surfside was developed predominantly in the 1940s and 1950s. Land uses in the area include the business district (including retail, restaurant and office space), single family housing, multi-unit housing, and municipal uses. The area is bordered by the Village of Bal Harbour and the Bal Harbour Shops (a shopping mall) to the North and on the Town’s southern border is the section of Miami Beach, identified as “North Beach”, which is predominantly multi-unit housing.

During the past five years, Surfside has experienced significant demographic changes as new, younger families have moved in.

Project Description

The project includes a complete design and construction of the building which may or may not house its municipal library, a new aquatics center and pool, and related recreational facilities at the site. The cost of the project exceeds the threshold amounts contained in 287.017, Florida Statutes.

Contract Requirements

A. Insurance Requirements (Minimum)

The selected firm will be required to provide insurance with the following minimum coverage limits for the benefit of the Town:

1. Professional Liability (Errors and Omissions) ~~\$4,000,000~~ **\$1,000,000** each occurrence and ~~\$4,000,000~~ **\$1,000,000** aggregate with the Town of Surfside as a named beneficiary.
2. General Liability minimum of \$2,000,000.
3. Automobile Liability coverage for a minimum of \$1,000,000.

B: Licenses:

The Consultant and all sub-consultants shall be licensed by the State of Florida and in good standing as of the date of the proposal to provide the professional services required by this RFQ

- C. The Consultant or its sub consultants, to prevent real or perceived conflicts of interest, shall not participate directly or indirectly in any private project within the jurisdictional limits of the Town of Surfside for the term of the contract.

Selection Process

The selection will be made from the list of qualified consultants responding to this notice. All firms responding will be evaluated and ranked and a short list of at least three (3) firms deemed to be the most highly qualified will be compiled. It is anticipated that there will be subsequent oral presentations at which time the firms will present conceptual plans for the project resulting in a final ranking and subsequent contract negotiations. The Town anticipates one contract pending successful negotiations with the highest ranked firm. If no agreement is reached with the highest ranked firm, then negotiations will be undertaken with the subsequent ranked firm.

Evaluation Criteria

A qualifications-based selection process will be used to select a consultant for this project. The following information and criteria will be used to evaluate and rank responses:

1. Qualifications/Expertise of the Firms and Key Team Members including the capacity, ability and skill of the provider to perform the contract; the character, integrity, reputation, judgment, experience and efficiency of the provider, including experience with design of municipal complexes, including community centers, Town halls, government centers, police stations and/or other public facilities;
2. **Relevant Experience** (including professional licensure required when service of a skilled nature as required by law to perform such service and/or skill. Priority will be given to architects that have previous experience working for the Town especially in working with Green projects;
3. Firm's Project Management System;
4. References/past performances;
5. Location of Firm's offices;

6. Familiarization with LEED (Leadership in Energy and Environmental Design) Green Building rating System; and
7. Whether the firm is a certified minority business enterprise.
8. **Recent, current and projective workloads** (including whether the provider can perform the contract within the time specified without delay or interference)

Submittals

Consultants are invited to submit their Statement of Qualifications both in hard copy and electronically at their own cost. The Town of Surfside assumes no obligation of any kind for expenses incurred by any respondent to this solicitation. The submittal is limited to a total, maximum number of fifty (50) sheets submitted only on single sided (single sided meaning one side only of a single sheet of paper) typed 8.5" x 11" paper (if charts and/or graphs are utilized text must be a readable size font), and with type size no smaller than 12 point. An electronic version of the submittal must be also provided in PDF format.

Your Statement of Qualifications must include:

- Your letter of interest;
- Your Statement of Qualifications;
- SF 254/255 form(s.);
- Copies of Licenses and Certificates of Insurance; and
- A conceptual drawing of a proposal for the project.

The response shall also meet the following requirements or may be deemed non-responsive and not eligible for consideration for this work:

- Title of the Request for Qualifications, and your firm clearly identified on the cover of the submittal and the letter of transmittal;
- Statement of Qualifications;
- Responsiveness to all evaluation criteria;
- Meeting page limitations and font size requirements; and
- Meeting submittal deadline submission date.

Materials submitted in response to this competitive procurement shall become the property of the Town of Surfside and will not be returned

Faxed or e-mailed submittals will not be accepted. One (1) original and Five (5) copies of your complete submittal and one electronic image version in PDF format, must arrive at the following address no later than 4:30 PM Eastern Standard Time on Friday, February 16, 2007, clearly labeled on the outside packaging as follows:

“RFQ - Architecture Services – Community Center Construction”

Ms. Beatris Arguelles,
Town Clerk
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Cancellation of Requests for Qualifications. An invitation for qualifications or other solicitation may be cancelled, postponed or re-advertised, or any or all respondents may be rejected in whole, or in part, as may be specified, within the Town's sole discretion. The reasons therefore shall be made part of the file. Each solicitation issued by the Town shall state that the solicitation may be cancelled and that any respondent may be rejected, in whole or in part, within the sole discretion of the Town. Notice of cancellation shall be sent to all businesses solicited. The Town shall give any respondent the opportunity to compete on any re-solicitation or any future procurement of similar items.

Sunshine Law. Respondents are hereby notified that all information submitted as part of a response to this RFQ will be available for public inspection after opening of responses, in compliance with Chapter 286, Florida Statutes, known as the “Government in the Sunshine

Non-award. The Town reserves the right in its sole and absolute discretion to reject any and all respondents, to cancel and/or withdraw this RFQ at any time.

Negotiations. The Town may award a contract on the basis of initial offers received, without discussion, or may require respondents to give oral presentations based on their responses. The Town reserves the right to enter into negotiations with the selected respondent, and if the Town and the selected respondent cannot negotiate a mutually acceptable contract, the Town may terminate the negotiations and begin negotiations with the next selected respondent and this process may continue until a contract has been executed or all responses have been rejected. The Town Manager is authorized, when time or economic considerations preclude re-solicitation of qualifiers, to negotiate an adjustment of the qualifying price as long as the scope of work is not changed with the lowest, most responsive and responsible respondent, in order to bring the qualification within the amount of available funds. Final negotiation shall be in written form, as approved by the Town Manager and the Town Attorney. No respondent shall have any rights in the subject project or property, or against the Town arising from such negotiations.

One Response. If only one responsive, responsible, respondent for commodity or contractual service is received, in response to a Request for Qualifications, an award may be made to the single Respondent, if the Committee finds the price negotiated is fair and reasonable, and that other prospective respondent had reasonable opportunity to respond, or there is not adequate time for re-solicitation. The Town Manager shall document the reasons that such action is in the best interest of the Town. Otherwise, the qualification may be rejected and:

1. New respondent may be solicited;
2. The sole respondent may be rejected.
3. If the Town Manager determines in writing that the need for the supply or service continues, but that the price negotiated of the one respondent is unreasonable and there is not time for re-solicitation or re-solicitation would likely be futile, the procurement may then be conducted under Section 6(D) or Section 6(F), of Ordinance 2001-101, as appropriate.

Public Entity Crimes Bill:

Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Questions and Inquiries:

All interested firms should register with the Town, providing contact information including facsimile and email. Any questions regarding the project or process should be directed to the same address. Sender is responsible to verify receipt of questions by contacting the office of the Clerk. Although an attempt will be made to respond to all questions, the Town of Surfside does not guarantee an answer will be provided. If an answer is provided to any inquiry it will be broadcast to all proposers via fax or email or in the alternative may be posted at the Town's website <http://www.townofsurfsidefl.gov> as soon as practicable.

Anticipated Procurement Schedule:

Advertisement date/place: **Daily Business Review: Monday, January 15, 2007**

Amendment #1 Date: January 1, 2006

Proposal Submittal Date: **4:30 p.m. February 16, 2007**

Short List Ranking Date: **February 23, 2007**

Oral Presentations: **March 5, 2007 through March 9, 2007**

Contract Award Town Commission Approval: **March 13, 2007**

The schedule above is subject to change by the Town at its convenience. Registered candidates may be notified of any change or such change may be posted at the Town's website.

LEGAL ADVERTISEMENT

RFQ – ARCHITECT DESIGN AND SUPERVISION OF CONSTRUCTION OF COMMUNITY CENTER, AQUATICS FACILITY & LIBRARY

The **Town of Surfside**, Miami Dade County, Florida, intends to contract with an architectural firm to provide services as required for the “Construction of the Community Center and Library” located at 9301 Collins Ave, Surfside, Florida 33154.

The Town reserves the right to accept or reject any or all proposals, to waive any informality in any proposal, to negotiate a contract, part of the contract, or to re-advertise for proposals. Only 1 (one) submittal will be accepted per applicant, either as a single prime firm, or as a part of a joint venture. If the applicant is a joint venture, an executed copy of the joint venture agreement must be submitted with the application. Percentage participation fees must be clearly stated for each joint venture partner.

The successful applicant will be required to sign contracts that contain professional liability insurance requirements of ~~\$4,000,000~~ **\$1,000,000** for professional errors and omissions.

The Town of Surfside, Florida adheres to a policy of non-discrimination in programs/activities and employment and strives affirmatively to provide equal opportunity for all.

One (1) original and five (5) copies of the response and an electronic version in PDF format must be submitted by the submittal deadline: 4:30 p.m., Eastern Standard Time, Friday, February 16, 2007. Additional information and requirements regarding this project and procurement process, may be found at the Town of Surfside website <http://www.townofsurfsidefl.gov>

Sealed proposals are to be clearly labeled and delivered by the deadline to:

“RFQ - Architecture Services – Community Center Construction”

**Town of Surfside
Attention: Town Clerk
9293 Harding Avenue
Surfside, Florida 33154**

Dated this 1st day of February 2007

Beatris M. Arguelles, CMC
Town Clerk
Town of Surfside, Florida



The Town of Surfside or its consultants and advisors, will not be responsible for any costs incurred by any firm submitting a Statement of Qualifications or responding to this notice. The Town of Surfside reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This _____ sworn _____ statement _____ is _____ submitted _____ to _____

by _____

for _____

whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____

_____ (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(l)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or *nolo contendere*.

4. I understand that an “affiliate” as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

_____ a. A predecessor or successor of a person convicted of a public entity crime; or

_____ b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signature Date

NON-COLLUSIVE AFFIDAVIT

State of _____)

_____)ss

County of _____)

_____ being first duly sworn, deposes and
says that:

- (1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Surfside, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER, AFFIANT SAYETH NAUGHT.

(vendor)

Signature President/Owner

Sworn to and subscribed before me this ____ day of _____, 2007,
by _____ (President/Owner) of
_____ who is personally known to me or has produced
_____ as identification.

Notary Public signature

Printed name: _____

My Commission Expires: _____

Commission Number: _____